

Nina M. Miley
101 W. McKenzie Street
P.O. Box 187
White City, KS 66872
Phone: 785-349-2447
Email: ninamiley@tctelco.net



July 13, 2012

Ms. Cynthia Brown
Office of Proceedings
Surface Transportation Board
395 E Street, SW, Ste. 1260
Washington, DC 20423-0001

ENTERED
Office of Proceedings

JUL 16 2012

Part of
Public Record

Re: Docket No. AB-3 (Sub-No. 121)
Adverse Petition to Partially Vacate Notice of Interim
Trail Use in Dickinson County, Kansas

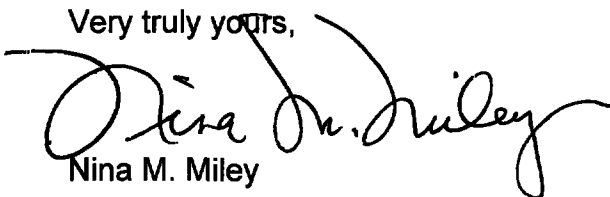
Dear Ms. Brown:

Enclosed for filing please find the original and ten (10) copies of the Adverse Petition to Partially Vacate Notice of Interim Trail Use in Herington, Dickinson County, Kansas. Copies of this Petition have been served on the parties of record. Please note the Petition contains five (5) exhibits that are in color.

Please time stamp the enclosed copy of this letter as proof of filing and return it to the undersigned in the enclosed-self-addressed, stamped envelope provided.

Should you have any further questions with the Petition, please do not hesitate to contact the undersigned.

Very truly yours,



Nina M. Miley

Enclosures

cc: Missouri Pacific Railroad Company
Union Pacific Railroad Company
Simon Sidamon-Eristoff
Vernon Wenger, Transportation Manager, Kansas Corp. Comm.

Ms. Cynthia Brown
July 13, 2012
Page 2

CERTIFICATE OF SERVICE

I, Nina M. Miley, certify that on July 13, 2012 I served the Adverse Petition to Partially Vacate Notice of Interim Trail Use of Jim and Bonnie Bowman on the following:

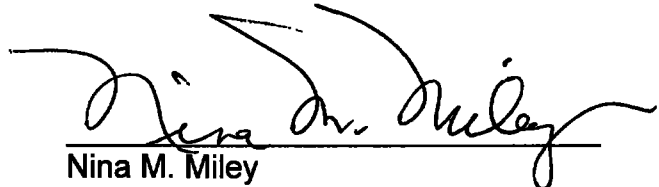
Ms. Cynthia Brown
Office of Proceedings
Surface Transportation Board
395 E Street, SW, Ste. 1260
Washington, DC 20423-0001 (via Federal Express)

Missouri Pacific Railroad Company
Room 830
1416 Dodge Street
Omaha, NE 68102-1603 (via U.S. Mail)

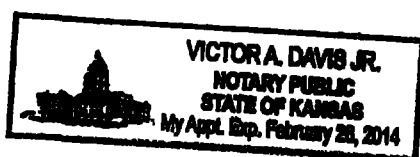
Mack H. Shumate, Jr.
Union Pacific Railroad Company
101 North Wacker Drive, Rm. 1920
Chicago, IL 60606-1718 (via U.S. Mail)


Simon Sidamon-Eristoff
1100 Seventeenth St. NW 10th Fl.
Washington, DC 20036 (via U.S. Mail)

Vernon Wenger, Transportation Manager
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, KS 66604 (via U.S. Mail)


Nina M. Miley

Subscribed and sworn to before me, a notary public, on July 13, 2012.




Notary Public

JUL 16 2012

Part of
Public Record

Before the
SURFACE TRANSPORTATION BOARD



DOCKET No. AB-3(Sub- No. 121X)

MISSOURI PACIFIC RAILROAD COMPANY-ABANDONMENT EXEMPTION
-IN MORRIS AND DICKINSON COUNTIES, KS

ADVERSE PETITION TO PARTIALLY VACATE NOTICE OF INTERIM TRAIL USE

On January 30, 1995, the Missouri Pacific Railroad Company (MP) was authorized by the Surface Transportation Board (STB) to negotiate an interim use/railbanking agreement with the Rails-to-Trails Conservancy (RTC) for the right of way between milepost 335.5, near Ossawatimie, Kansas, and milepost 388.25 near Osage City, Kansas. Almost a year later, MP notified the STB that it had conveyed this rail line plus some additional lines, known collectively as the Hoisington Subdivision, to the RTC. The property at issue in the present case lies between 425.0 near Council Grove, and milepost 451.57, near Herington, in Morris and Dickinson Counties, KS. Effective December, 1995, MP conveyed to the RTC, through a donative quit claim deed, the above described lines.

In May, 1996, upon a request by the RTC and Seranata Farms School of Equestrian Arts (Seranata), a non profit corporation, Seranata agreed to assume full responsibility for management of the MP right-of-way. RTC then deeded the abandoned corridor to Seranata (See Exhibit A). STB reopened the matter; vacated the previous Certificate of Interim Trail Use and issued a replacement certificate to Seranata.

In 1997, Seranata followed the same procedure when it deeded its interest in the right-of-

way to the Kansas Horseman Foundation, Inc., (KHF) another nonprofit corporation. (See Exhibit B). The STB then authorized KHF to be the new trail user. The foregoing factual background summary was taken from the 2010 case, *Miami County Board of Commissioners v. Kanza Rail-Trails Conservancy, Inc., et.,al*, 255 P.3d 1186 (2010).

This mandated procedure for transfer of trail rights broke down in 2001 when the KHF sold two parcels of land, including the railroad right-of-way within the city of Herington, to Bowman Livestock Equipment, Inc.(Bowman Livestock), a Kansas Corporation. The land had not been maintained in any way and Bowman Livestock planned to clear it and use it to store equipment there. Upon an inquiry from Bowman Livestock about the two parcels of land in controversy, Charles Benjamin, the executive director and attorney for the Kansas Horseman Foundation, voluntarily came to Herington to discuss the land with the company. He said the two parcels of land were for sale and the price was \$180.00 (one hundred and eighty dollars). Bowman Livestock agreed to purchase the tracts and assume all back taxes as well as take on any liability for the old railroad right of way. KHF had never paid any taxes on the tracts since becoming the trail user in 1997.

Both parties executed a real estate contract on June 28, 2001, memorializing the above terms. The contract also gave assurances that there were no known encumbrances or title defects on the property. (See Exhibit C).

Bowman paid to Benjamin the sales amount and Benjamin executed a deed dated June 28, 2001, and duly recorded at the Dickinson County Register of Deeds on July 13, 2001. (See Exhibit D). Benjamin subsequently left the state of Kansas and is now deceased.

Later, Bowman Livestock ceased to use the land for its business and deeded the parcels to its principals, Jim Bowman and Bonnie Bowman (Bowmans). The deed was recorded at the Dickinson County Register of deeds on June 22, 2004. (See Exhibit D).

After the sale to Bowman Livestock, Frank Meyer, a member of KHF, now under a new name of Kanza Rails-Trail Conservancy, Inc., (Kanza Rail) discovered the sale of the tracts. He came to the Bowmans and offered to trade other Kanza Rails property for the return of the Bowman tracts. Meyer had no authority to trade any rails to trails land and he mistakenly assumed the land he offered to trade belonged to Kanza Rails. In actuality the Bowmans already owned the land Meyer offered to trade. They declined his offer, knowing they owned all the land in question and also knowing that they were bona fide purchasers who should have the benefit of their bargain. That visit was the last contact the Bowmans have ever had with Frank Meyer or any other representative of Kanza Rails.

Bowman Livestock and now the Bowmans have owned these parcels of land for eleven years, have paid KHF's back taxes and their own after acquisition; have maintained the parcels with mowing, weed control and general appearance. There has never been any trail activity on the parcels and prior to the Bowman's acquisition, the right-of-way was overgrown and not maintained in any way. Recently the Bowmans decided to sell one of the properties, but encountered title difficulties because of the irregularity in the sale by KHF.

In light of the above transactions, the Bowmans request that the STB vacate the Notice of Interim Trail Use for the length of the Bowman parcels through Herington, Kansas. By vacating the Notice of Interim Trail Use for this portion of the right-of-way, it will become subject to the

abandonment exemption authorized in this proceeding and can be disposed of in accordance with state property law. Vacating the Notice of Interim Trail Use for this section of the right of way will not disrupt any adjoining trails because no trails have been developed on either side of the Bowman parcels.

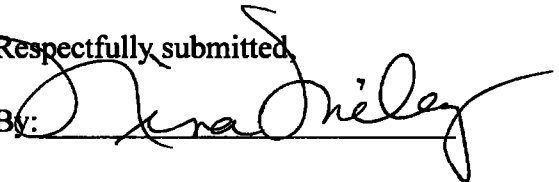
The west end of the trail actually ends at the Union Pacific station yard. Shortly before arriving at the station yard, there is an extremely overgrown portion of the trail containing an old bridge. The lack of upkeep on the bridge with the trees growing through it, constitutes a severe liability. (See Exhibit E). Kanza Rail is mandated to carry liability insurance for such conditions and if it does not, the railroad may be liable for any injury there.

In *Miami County*, the Kansas Supreme Court held in part that “a nongovernmental responsible party who develops, operates, or maintains an interim recreational trail is required by K.S.A. 58-3212(b) to post a bond or provide proof of an escrow account to ensure that annual costs, enumerated in K.S.A. 58-3212(b)(1)-(5) are covered. *See Syllabus by the Court #9*. Miami County, Kansas, was suing Kanza Rail for lack of maintenance on its trail within that county.

Realizing the difficulty of the issues in this case of first impression, the Bowmans will agree not to build any structures within a minimum width corridor on the railroad right of way. Such restriction shall become part of any deed the Bowmans may give to a purchaser of the tracts. Therefore, should the MP ever decide to reactivate its rail line on the tracts, there would be no impediment to subsequent construction.

Accordingly, Jim Bowman and Bonnie Bowman respectfully request that the STB vacate the Notice of Interim Trail Use for that portion of the trail described above in Dickinson County,

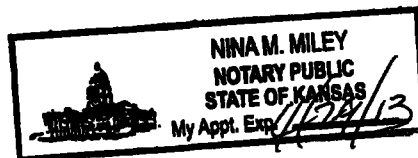
Kansas, consistent with the restriction as set out in the above paragraph. Because of health reasons, the Bowmans need to sell one of the parcels as soon as possible, and thus request an expedited consideration of the issues presented.

Respectfully submitted,
By: 

Nina Miley, S.Ct/# 14589
101 W. MacKenzie
White City, KS 66872
(785)349-2447
Attorney for Petitioners
ninamiley@tctelco.net

VERIFICATION


We, Bonnie Bowman and Jim Bowman, being duly sworn, dispose and state that we are the Petitioners herein and that we are authorized to make this Verification. We have read the foregoing Petition and the facts asserted therein are true and accurate to the best of our knowledge, information and belief.



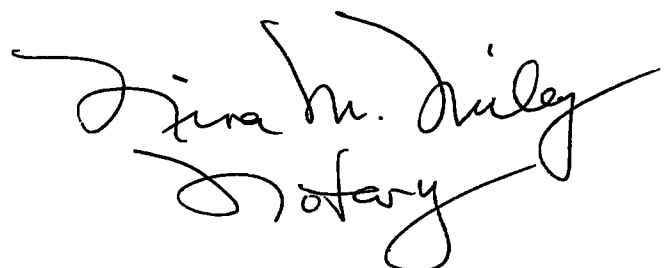
Date: July 12, 2012



Jim Bowman



Bonnie Bowman



Notary

EXHIBIT ADeed Book 229 Page 167PURSUANT TO K.S.A. 79-1437 A REAL ESTATE VALIDATION
QUESTIONNAIRE IS NOT REQUIRED, DUE TO EXCEPTION NO.4

Record and return to:
Serenata Farms School of Equestrian Arts
Attn: Mr. Michael Engeman
1895 E. 56 Rd.
Lecompton, KS 66050

STATE OF KANSAS } 002923
Dickinson County } Filed for record this

AUG 12 1996

at 845 o'clock A. M. and recorded
in book 229 page 167
[Signature] Register of Deeds
[Signature] Deputy

DONATIVE QUITCLAIM DEED

RAILS TO TRAILS CONSERVANCY, a District of Columbia nonprofit corporation, Grantor, does hereby DONATE, REMISE and RELEASE unto SERANATA FARMS SCHOOL OF EQUESTRIAN ARTS, a nonprofit corporation, Grantee, whose address is 1895 E. 56 Rd. Lecompton, KS 66050, and unto Grantee's successors and assigns, all of Grantor's right, title and interest in and to the realty (the "Property") underlying the line of railroad formerly owned by Missouri Pacific Railroad Company known as its Hoisington Subdivision between Milepost 335.5 near Osawatomie, Kansas and Milepost 451.57 near Herington, Kansas, and including the Topeka Industrial Lead between Milepost 368.3 near Lomax, Kansas and Milepost 381.8 near Overbrook, Kansas, as such Property is located in the Counties of Miami, Franklin, Osage, Lyon, Morris and Dickinson as described in Exhibit A hereto attached and made a part hereof.

This Deed is made SUBJECT TO:

1. All of the terms and conditions contained in that certain Agreement between Grantor and Grantee dated December 6, 1995.
2. The terms and conditions contained in the Decisions served by the Interstate Commerce Commission in Docket Nos. AB-3 (Sub No. 115), AB-3 (Sub No. 111 X) and AB-3 (Sub No. 121X).
3. The terms and conditions contained in the National Trails System Act, 16 U.S.C. 1247(d).
4. All other conditions, restrictions, covenants, reservations, easements, superior rights and encumbrances affecting the Property, whether recorded or unrecorded.

TO HAVE AND TO HOLD the Property, subject to the above provisions, unto the Grantee and its successors and assigns.

HE0001Y BK38 261-11-0-40-08-003
HE0002Y BK41 261-12-0-30-26-002
HE0003Y BK42 261-12-0-40-07-009
LY0001Y BK42 261-12-0-40-07-009
HE0002Y BK41 261-12-0-30-15-006
HE0003Y BK41 261-12-0-30-16-012
HE0004Y BK41 261-12-0-30-17-002
HE0005Y BK41 261-12-0-30-18-002

Entered in Transfer Record
in my office this 14 day of
August A.D. 1996
[Signature] Clerk
[Signature] Deputy Co. Clerk

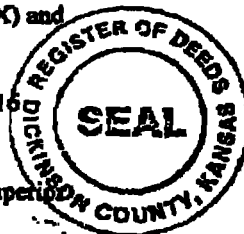


EXHIBIT ADeed Book 220 Page 168


IN WITNESS WHEREOF, the Grantor has duly executed this Deed as of the 29th day of February, 1996.

Attest:

RAILS TO TRAILS CONSERVANCY



Andrea Ferster
Assistant Secretary



David Burwell
President

(SEAL)

STATE OF VIRGINIA)
) ss.
COUNTY OF FAIRFAX)

On February 29, 1996 before me, Karin Cicelski, a Notary Public in and for said County and State personally appeared David Burwell and Andrea Ferster, who are the President and the Assistant Secretary of Rails to Trails Conservancy, a District of Columbia nonprofit corporation, and who are personally known to me to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

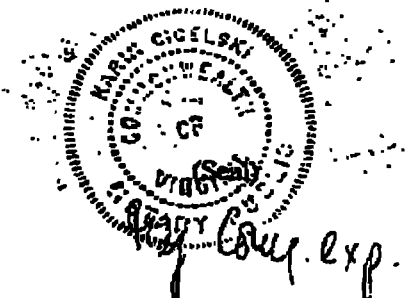

Notary Public

EXHIBIT B

Deed Book 322 Page 149

**PURSUANT TO K.S.A. 79-1437 A REAL ESTATE VALIDATION
QUESTIONNAIRE IS NOT REQUIRED, DUE TO EXEMPTION NO.4**

Record and return to:
Kansas Horseman Foundation
Attn.: Mr. Michael Engeman
1895 E. 56 Rd.
Lecompton, KS 66050

DONATIVE OUITCLAIM DEED

SERENATA FARMS SCHOOL OF EQUESTRIAN ARTS, a Kansas nonprofit corporation, Grantor, does hereby DONATE, REMISE and RELEASE unto the KANSAS HORSEMAN FOUNDATION, a nonprofit corporation, Grantee, whose address is 1895 E. 56 Rd. Lecompton, KS 66050, and unto Grantee's successors and assigns, all of Grantor's right, title and interest in and to the realty (the "Property") underlying the line of railroad formerly owned by Missouri Pacific Railroad Company between Milepost 368.3 near Lomax, Kansas and Milepost 404.72 near Topeka, Kansas, and Milepost 451.57 near Herington, Kansas and Milepost 335.5 near Osawatomie, Kansas as such property is located in the Counties of Miami, Franklin, Osage, Lyon, Morris, Dickinson and Shawnee as described in Exhibit A hereto attached and made a part hereof.

This Deed is made SUBJECT TO:

1. All of the terms and conditions contained in that certain Agreement between Grantor and Grantee dated July 30, 1997.
2. The terms and conditions contained in the Decisions served by the Interstate Commerce Commission in Docket No. AB-3 (Sub-No. 60X), AB-3 (Sub-No. 111X), AB-3 (Sub-No. 115X) and AB-3 (Sub-No. 121X).
3. The terms and conditions contained in the National Trails System Act, 16 U.S.C. 1247(d).
4. All other conditions, restrictions, covenants, reservations, easements, superior rights and encumbrances affecting the Property, whether recorded or unrecorded.

TO HAVE AND TO HOLD the Property, subject to the above provisions, unto the Grantee and its successors and assigns.

Deed Subk 222 Page 181

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>
E½SW¼, W½SE¼,	32	13 S.	17 E.	6th
S½NE¼, NE¼NE¼				
NW¼NW¼	33	13 S.	17 E.	6th
W½SW¼	28	13 S.	17 E.	6th
NE¼SE¼, S½NE¼,	29	13 S.	17 E.	
E½NW¼, NW¼NW¼				
NE¼NE¼	30	13 S.	17 E.	6th
S½SE¼, E½SW¼, NW¼SW¼	19	13 S.	17 E.	6th
NE¼SE¼, S½NE¼,	24	13 S.	16 E.	6th
NW¼NE¼, N½NW¼				
SW¼SW¼	13	13 S.	16 E.	6th
E½SE¼, NW¼SE¼, SW¼NE¼,	14	13 S.	16 E.	6th
E½NW¼, NW¼NW¼				
NE¼NE¼	15	13 S.	16 E.	6th
N½SW¼, S½NW¼, NW¼NW¼	30	12 S.	16 E.	6th
W½SW¼, NE¼SW¼, S½NW¼,	19	12 S.	16 E.	6th
NE¼NW¼				
E½SW¼, E½NW¼ (*)	18	12 S.	16 E.	6th

* - **EXCEPTING** therefrom, all that portion of said E1/2NW1/4 lying between the north line of said section and a line parallel with and 500.0 feet distant southerly of said north line.



STATE OF KANSAS } ss. 003476
Dickinson County } Filed for record this

OCT 27 1997

at 10⁴⁵ o'clock A. M. and reported
in book 222 page 469
4/11/54
Registrar of Deeds

HE0001Y BK3Y
 261-11-0-40-08-013
 HE0002Y BK41
 261-12-0-30-15-006
 HE0003Y BK41
 261-12-0-30-16-012
 HE0004Y BK41
 261-12-0-30-17-002

HE0007Y BK42
 261-12-0-30-26-002
 HE0008Y BK42
 261-12-0-40-07-008
 HE0009Y BK42
 261-12-0-40-18-008

5944Y
 Entered in Transit Recd
 at New York Office Nov 1962

Page 4 of 4

HE00054 BK41
 261-12-0-30-15-002
 HE00064 BK41
 261-12-0-30-25-003

Entered in Transfer Record
my office on 28 day of 9

Deputy Office Clerk
 Date: Feb 19 1937
 Charles K. Emery
 Deputy Office Clerk
 By: Martha K. Emery
 Deputy Office Clerk

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
S½S½	9	16S.	5E.	6TH
S½	8	16S.	5E.	6TH
N½S½	7	16S.	5E.	6TH
S½	12	16S.	4E.	6TH ✓

Also all right, title, and interest in and to the right of way of said Hoisington Subdivision situate in the N½SW¼ of Section 9, Township 18 South, Range 22 East of the Sixth Principal Meridian in Miami County, Kansas, that lies between the west line of said Section 9 and a line drawn at right angles through the centerline of the abandoned main track of said Hoisington Subdivision, said line being 1,598 feet, more or less, distant easterly, measured along said centerline of abandoned main track, from the west line of said Section 9.

Also all right, title, and interest in and to the right of way of said Hoisington Subdivision situate in the SW¼NW¼ of Section 13, Township 16 South, Range 8 East of the Sixth Principal Meridian in Council Grove, Morris County, Kansas.

Also all right, title, and interest in and to the right of way of said Hoisington Subdivision situate in Block 31 of the East Side Addition to the City of Council Grove and in the SE¼NW¼ of said Section 13 lying 50 feet on each side, measured at right angles, from the centerline of the abandoned main track of said Subdivision, as originally constructed and operated.

Also all right, title, and interest in and to the right of way of said Hoisington Subdivision situate in the S½NE¼ of Section 14, Township 16 South, Range 8 East of the Sixth Principal Meridian in Council Grove, Morris County, Kansas, lying southerly of northerly right of way line of Oak Street.

Also all right, title, and interest in and to the right of way of said Hoisington Subdivision situate in the E½SE¼ of Section 11, Township 16 South, Range 4 East of the Sixth Principal Meridian in Dickinson County, Kansas, that lies between the east line of said Section 11 and a line drawn at right angles through the centerline of the abandoned main track of said Hoisington Subdivision, said line being 554.6 feet distant westerly, measured along said centerline of abandoned main track, from the east line of said Section 11.

Also excepting therefrom all of Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, and 24 of Block Number 1B of the original townsite of Vassar, Osage County, Kansas.

Also excepting therefrom all of that certain parcel of land conveyed by Deed dated July 13, 1886, from F.J. Peter to the Council Grove, Osage City, and Ottawa Railway Company (predecessor to Missouri Pacific Railroad Company) recorded on August 13, 1886, in Book 61 at Page 176, Osage County, Kansas, said parcel also being conveyed by Deed dated July 13, 1886, from the Osage Land and Mining Company of Kansas to the Council Grove, Osage City, and Ottawa Railway Company (predecessor to Missouri Pacific Railroad Company) recorded on August 13, 1886, in Book 61 at Page 173, Osage County, Kansas.

Also excepting therefrom all of that certain parcel of land conveyed by Deed dated August 21, 1886, from J.V. Admin, et ux, to The Council Grove, Osage City, and Ottawa Railway Company (predecessor to Missouri Pacific Railroad Company) recorded on August 23, 1886, in Book 61 at Page 198, Osage County, Kansas.

Also excepting therefrom all of that certain parcel of land conveyed by Deed dated August 20, 1886, from Paul Doll, et ux, to the Council Grove, Osage City, and Ottawa Railway Company (predecessor to Missouri Pacific Railroad Company) recorded in Book 61 at Page 200, Osage County, Kansas.

Also excepting therefrom all of that certain parcel of land conveyed by Deed dated

EXHIBIT C

(1)

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT is made and entered into by and between Kansas Horseman Foundation, a Kansas Nonprofit Corporation, hereafter referred to as "Seller", and Bowman Livestock Equipment, Inc., a Kansas Corporation, hereafter referred to "Buyer".

WITNESSETH:

1.) PROPERTY CONVEYED: Seller hereby agrees to sell and convey to Buyer, by Quit Claim Deed, and Buyer hereby agrees to pay the total purchase price for the following described real estate and appurtenances, to wit:

TRACT 1: A tract in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Sixteen (16) South, Range Four (4) East of the 6th P.M., Dickinson County, Kansas, described as follows: Beginning at a point 930 feet South and 260 feet West of the Northeast corner of said Southwest Quarter (SW $\frac{1}{4}$); thence South 190 feet; thence West 245 feet; thence North 230 feet; thence Southeasterly 251.2 feet to the point of beginning; containing approximately 1.18 acres, being located between B street and C Street, in Block 23, original town of Herington.

TRACT 2: A tract in the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Sixteen (16) South, Range Four (4) East of the 6th P.M., Dickinson County, Kansas, described as follows: Beginning at a point 960 feet South and 40 feet West of the Northeast corner of said Southwest Quarter (SW $\frac{1}{4}$); thence South 155 feet; thence West 162 feet; thence North 180 feet; thence Southeasterly 165.3 feet to the point of beginning; containing approximately .62 acres, being located between C Street and D Street, in Block Twenty-four (24), original town of Herington.

the above described real estate shall be One Hundred Eighty Dollars (\$180.00), which sum has been paid by Buyer to Seller, the receipt of which is hereby acknowledged by Seller.

3.) POSSESSION: Possession of the subject property shall be granted to Buyer immediately upon execution of this contract by all necessary parties.

4.) PROPERTY TAXES: Buyer agrees to pay delinquent property taxes assessed to the subject property for the years 1997, 1998, 1999 and 2000, totaling \$55.62, and to be responsible for payment of the 2001 taxes.

5.) TITLE: Seller hereby agrees to convey title by Corporation Quit Claim Deed. Seller shall be under no obligation to provide evidence of marketable title, either in the

EXHIBIT C

(5)

Real Estate Contract

form of an Abstract of Title or Title Insurance. However, Seller does advise that there are no known encumbrances or title defects and Seller is conveying to Buyer all right, title and interest held by Seller.

6.) BINDING EFFECT: The promises, provisions, terms and conditions herein shall extend to and be binding upon the heirs, executors, administrators, devisees, legatees, trustees, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed their names to this Real Estate Contract on this 28th day of June, 2001.

SELLER:

BUYER:

Kansas Horseman Foundation

Bowman Livestock Equipment, Inc.

By:


Charles M. Benjamin
Executive Director

By:


Jim H. Bowman, President

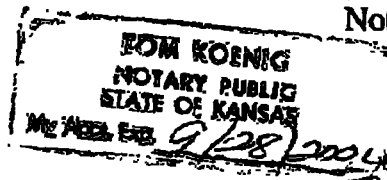
CORPORATE ACKNOWLEDGEMENT

STATE OF Kansas, COUNTY OF Douglas, ss:

BE IT REMEMBERED, that on this 28th day of June, 2001, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles M. Benjamin, Executive Director of the Kansas Horseman Foundation, a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above written.

My Appointment Expires:



Notary Public

A handwritten signature in cursive script, appearing to read "Tom Koenig", written over a horizontal line.

EXHIBIT C

57

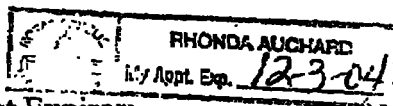
Real Estate Contract

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF MORRIS, ss:

BE IT REMEMBERED, that on this 27th day of June, 2001, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jim H. Bowman, President of Bowman Livestock Equipment, Inc., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above written.



My Appointment Expires:

Rhonda Auchard
Notary Public

EXHIBIT ~~D~~



Bowman Tract.

EXHIBIT D

CORPORATION QUIT CLAIM DEED (Following Kansas Statutory Form)

DEED BOOK: 228
PAGE: 354

261-12-0-30-26-002 BK41
261-12-30-25-003
Entered in Transfer Record in my office this
13 day of July A.D. 2001
Shirley H. Conroy
Notary Public
County Clerk

Kansas Horseman Foundation

A corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas and having its principal place of business at LeCompton County of Douglas in the State of Kansas

QUIT CLAIMS TO Bowman Livestock Equipment, Inc.

all the following described REAL ESTATE in the County of Dickinson and the State of Kansas, to-wit:

TRACT 1: A tract in the Southwest Quarter (SW ¼) of Section Twelve (12), Township Sixteen (16) South, Range Four (4) East of the 6th P.M., Dickinson County, Kansas, described as follows: Beginning at a point 930 feet South and 260 feet West of the Northeast corner of said Southwest Quarter (SW ¼); thence South 190 feet; thence West 245 feet; thence North 230 feet; thence Southeasterly 251.2 feet to the point of beginning; containing approximately 1.18 acres, being located between B street and C Street, in Block 23, original town of Herington.

TRACT 2: A tract in the Southwest Quarter (SW ¼) of Section Twelve (12), Township Sixteen (16) South, Range Four (4) East of the 6th P.M., Dickinson County, Kansas, described as follows: Beginning at a point 960 feet South and 40 feet West of the Northeast corner of said Southwest Quarter (SW ¼); thence South 155 feet; thence West 162 feet; thence North 180 feet; thence Southeasterly 165.3 feet to the point of beginning; containing approximately .62 acres, being located between C Street and D Street, in Block Twenty-four (24), original town of Herington.

for the sum of One Dollar (\$1.00) and other valuable consideration.

(Corporate Seal)

STATE OF Kansas Douglas COUNTY, ss. Kansas Horseman Foundation

BE IT REMEMBERED, That on this 28th day of June A.D. 192001 before me, the undersigned, Charles M. Benjamin Executive Director

a notary public in and for the county and State of Kansas aforesaid came Charles M. Benjamin of Kansas Horseman Foundation

a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above mentioned.

(SEAL)

Tom Kanning Notary Public.

NOTARY PUBLIC
STATE OF KANSAS
My Comm. Expires 192001



STATE OF Kansas Dickinson County, ss.

This instrument was filed for record on the 13th day of July A.D. 192001 at 3:03 o'clock P. M., and duly recorded in book 228 of Deeds at page 354

David J. Jones Register of Deeds.
P. J. Hays Deputy.

Fees, \$ 6.00

Bonnie Bowman

EXHIBIT E

From: Bonnie Bowman [bowman@ikansas.com]
Sent: Friday, June 15, 2012 3:02 PM
To: sales@bowmanlivestockequipment.com
Subject: overview of large gaps between the boards on abandoned railroad bridge, as compared with the boot in the picture. This is a libility and a danger to people as well as wildlife



DSCF2810.JPG

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2180 / Virus Database: 2433/5071 - Release Date: 06/15/12

Bonnie Bowman

EXHIBIT-E

From: Bonnie Bowman [bowman@ikansas.com]
Sent: Friday, June 15, 2012 1:56 PM
To: sales@bowmanlivestockequipment.com
Subject: Eastside of bridge



DSCF2812.JPG

No virus found in this message.

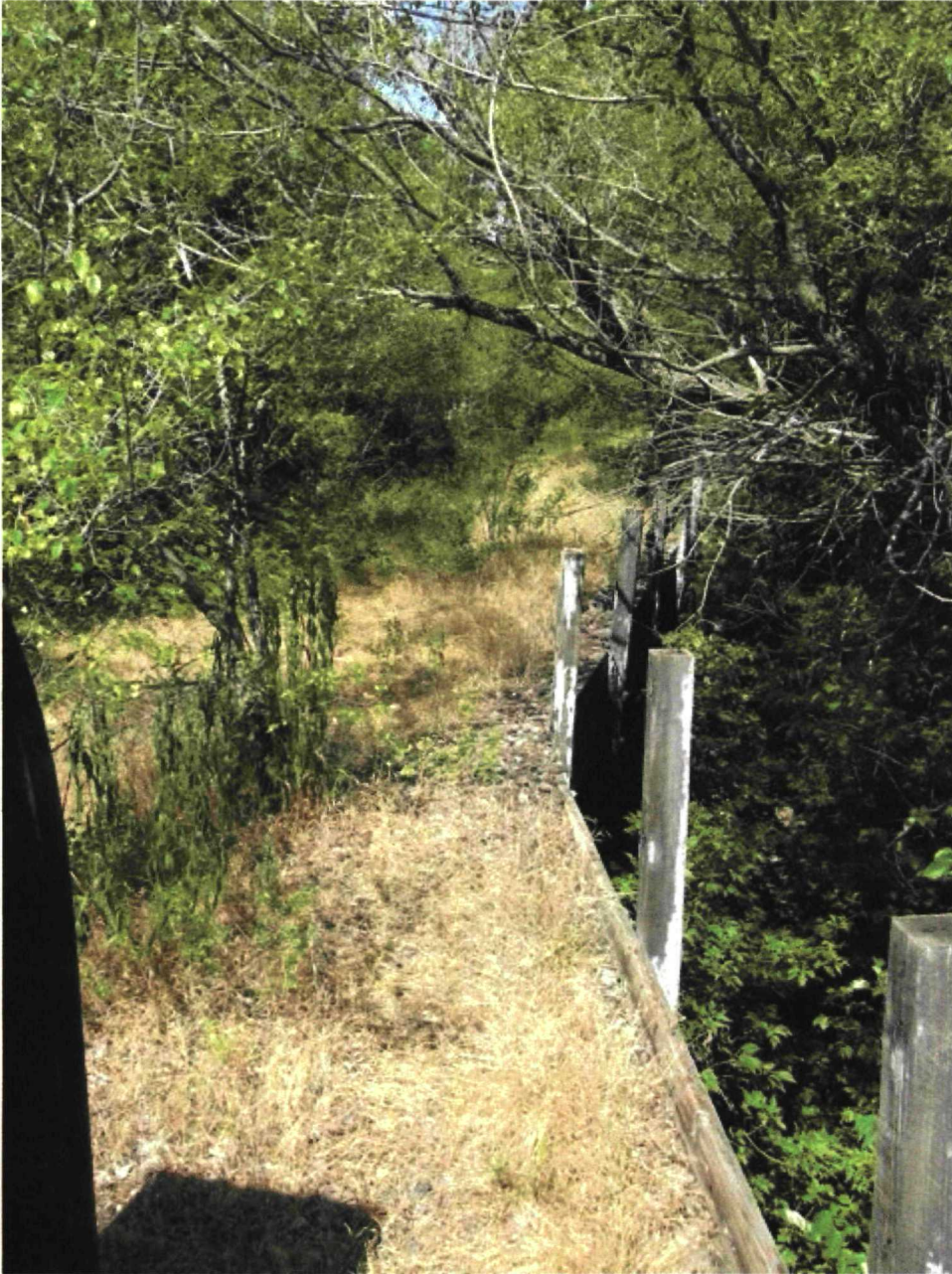
Checked by AVG - www.avg.com

Version: 2012.0.2180 / Virus Database: 2433/5071 - Release Date: 06/15/12

Bonnie Bowman

EXHIBIT E

From: Bonnie Bowman [bowman@ikansas.com]
Sent: Friday, June 15, 2012 2:11 PM
To: sales@bowmanlivestockequipment.com
Subject: overgrowth and no safety rails by bridge, where there is a drop off and a running creek below



DSCF2842.JPG

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2180 / Virus Database: 2433/5071 - Release Date: 06/15/12

Bonnie Bowman

Exhibit E

From: Bonnie Bowman [bowman@ikansas.com]
Sent: Friday, June 15, 2012 2:08 PM
To: sales@bowmanlivestockequipment.com
Subject: overgrown trees, weeds and grass, with a large pile of ballast rock pushed up in middle of abandoned corridor



DSCF2830.JPG

No virus found in this message.

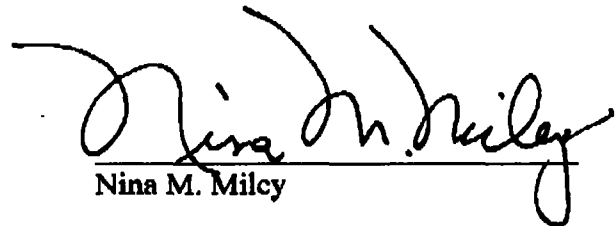
Checked by AVG - www.avg.com

Version: 2012.0.2180 / Virus Database: 2433/5071 - Release Date: 06/15/12

ADDENDUM TO CERTIFICATE OF SERVICE

I, Nina M. Miley, hereby certify that on July 13, 2012, I mailed by first class U.S. Mail, a copy of the Adverse Petition to Partially Vacate Notice of Interim Trail Use to the following additional party:

Scott Allen, Resident Agent
Kanza Rail-Trails Conservancy, Inc.
510 Spencer, Ste. B
Council Grove, KS 66846


Nina M. Miley